

Dep^t to pay him the Said Def^t before any other person what tobacco's he possibly Could, and that he heard the Compl^t Say he Expected the Defendant to Send a receiver to receive the Same.

That this Dep^t was very willing in Compliance wth the Said Compl^{ts} order to pay the Defend^t on his demand what tobacco Cou'd be had in his walks, and that if at any time the Defendant was disappointed of Tob^o it was at times when the Def^t was Disappointed of Tob^o [sic] it was at times when the Tob^o was disposed of or discounted, and not possibly to be Got in that year in his walks (tobacco's being Generally Scarce in his walks by Occasion of the Town) And this Dep^t further Saith that he knows it to be a Constant Usage or Custom when the Sheriffs pay Tob^o away, that the party to whom the Tob^o is intended to be paid Send his receiver to Receive the Same where the Sherr^s order it, And the Deponant further Saith that in the year 1708 in w^{ch} M^r John Brice bought Tob^o of Cap^t Rich^d Jones and M^r Samuel Chambers to the Q^{ty} of 19000 and odd and of the Def^t about 20000 as he has heard and beleives, that the Said Brice would not Receive any in discharge hereof but in S^t Ann's and Westminster Parishes, And this Dep^t further Depoeth that the [410] Complainant was very pressing wth the Said Brice to discount the Def^{ts} note out of the Sums paid him that year, and that this Dep^t after the Said Brice Recd about 40000th Tob^o offered the Said Brice more Tob^o then Ready in the Said Parishes, and was very Earnest wth him to Receive Satisfaction for the Def^{ts} note but the Said Brice Said the Ship (which Ship this Defendant beleives to be the Coleman Friggott) was full, and that he would not Receive any more from the Sheriff. And after all the Req^{ts} made him by this Deponant the Said Brice wou'd not Discount any more out off the defend^{ts} Order then 4632th Tob^o and Refused to make up the Acc^t with the Sheriff Otherwise. And this Dep^t further Saith that he has often Seen the Compl^t very uneasie for being in the Def^{ts} Debt and has heard him the Said Compl^t Say he wou'd not Accept Notes payable to the Defend^t (and particularly one drawn by M^r Bladen) for that it would Swell the Acc^{ts} between them, and heard the Compl^t Say if the Defend^t wou'd Send his Receiver he was willing to pay the Tob^o

And the Dep^t further Saith that the Defend^t has often times told him this Dep^t that the Said Complainant refused to Accept Such notes as afd for some time but Said he would pay the tob^o w^{thout} Accepting the notes, but that when the Defend^t askt him to pay Said Tob^o or where he Should go to Receive it the Said Compl^t Said he must Stay till Tob^o was ready — but does not know that ever any Tob^o was got ready on Acc^t of Such Noates, that the Defend^t refus'd or delay'd to Receive but Saith that if the Defend^t had Desired him this Dep^t as his Receiver to Mark any Tob^o towards Satisfaction of Such Notes, he had power and was Very willing So to doe if he Could have Got the Same, And further the Deponant Saith that he heard the Complainant Say that he would not pay M^r Brice any Tob^o in S^t Ann's and Westminster